

Remarks/Arguments

As of the Action, Claims 1-18 are pending in the Application. Claims 1-18 stand rejected.

Applicant herein amends Claims 1-16. Applicant submits that these amendments add no new matter.

Applicant notes that the Claims, as amended, are fewer than the number of claims allowed under the previously paid Office fees. As such, no excess claims fees are due.

Applicant submits that all Claims are in condition for allowance. Applicant also submits that, if this Amendment and Response is determined not to place the Application in condition for allowance, this Amendment and Response clearly places the Application in better form for appeal and, on that basis, it should be entered.

In view of the Claims as set forth above and the remarks below, Applicant respectfully requests reconsideration and further examination of this Application.

Rejection of Claims under Section 112, First Paragraph. The Action rejects Claims 9-13 under 35 U.S.C. §112, first paragraph, as failing to comply with the written description requirement. In so rejecting, the Action states that "the e-receipt is provided to the e-receipt device ... by an associated merchant (figure 2, item 100) (page 7, lines 8-15; page 9, lines 5-15)." The Action then concludes that this disclosure "contradicts" Applicant's Claim 9, arguing that Claim 9 recites: "the e-receipt is derived from [sources other than] the associated merchant". {Applicant adds here, between square brackets, language that the Office Action appears to have inadvertently omitted.}

Applicant respectfully traverses this rejection. First, Applicant notes that Claim 9 is herein amended, rendering the rejection moot.

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Second, Applicant objects to the Action's mischaracterization of the disclosure. To illustrate, nowhere does the Application require that item 100 of Figure 2 consists of an "associated merchant". Rather, item 100 is described broadly as an "information interface".

To illustrate further, although the Action argues from support in the Application, at page 7, lines 8-15, there the Application merely describes, as an example, that "the consumer may initiate the e-transaction in a conventional manner". The Application further describes, in this example, that the "consumer may communicate with an on-line Internet product [supplier] or service provider." However, the Application does not require – or even state-- that (a) the on-line vendor must be the merchant who actually delivers the goods or services, or (b) the e-receipt must be derived from either the merchant who actually delivers the goods or services or from the on-line vendor.

Indeed, immediately following this Action-cited section, the Application then describes an alternate context: a transaction in which the consumer performs a "personal follow-up". That is, the Application here describes that a single transaction may shift from the consumer transacting with an "Internet product supplier or service provider" to the consumer transacting with a "merchant", where the "merchant" (i) is other than the on-line vendor and (ii) provides for actual delivery of goods and/or services. Specifically, one of ordinary skill in this art would understand, at the time of the Application, that the "on-line vendor" may be an "dot com" entity such as Travelocity.com while the "merchant" is a separate "bricks and mortar" entity, such as any airline, hotel, or car rental agency .

To illustrate further, although the Action argues from support in the Application, at page 9, lines 5-15, the Application there describes merely an alternative to the merchant confirming the e-receipt upon the receipt's presentation. That is, the Application there does not require, or even state, that the e-receipt is associated with the merchant or service provider, as the Action appears to argue. Rather, the Application states, as an example, that e-receipts may be

periodically notified as to "goods and services", where "goods or services are associated with that merchant or service provider". As such, one of ordinary skill in the art may understand the Application to describe that the e-receipt is associated with goods and services, rather than with any merchant or service provider.

As such, one of ordinary skill in the art would understand, contrary to the Action's positions, that (a) the on-line vendor and the merchant need not be the same entity, and (b) the e-receipt may be variously provided toward verifying that the consumer is entitled to delivery of the implicated goods/services. As to the latter, the e-receipt is provided without association with either the merchant or the on-line vendor.

Accordingly, Applicant respectfully requests reconsideration and withdrawal of these Section 112 rejections as to Claim 9. Applicant further requests reconsideration and withdrawal of these Section 112 rejections as to Claims 10-13 (e.g., because each such Claim depends ultimately from, and thereby enjoys the relevant descriptive support of, independent Claim 9).

Rejection of Claims under Section 112, Second Paragraph. The Action rejects Claims 1-8, 10, 11, 15 and 16 under 35 U.S.C. §112, second paragraph, as being indefinite.

Applicant respectfully submits that, because Claim 1 is herein amended, the rejection is moot as to Claims 1-8.

Applicant also respectfully submits that, because Claims 10, 11, 15 and 16 are herein amended, the rejection is moot as to each such Claim.

Art-Based Rejections of Claims. The Action rejects all Claims under 35 U.S.C. §103(a) as being unpatentable over Husemann et al., U.S. Patent No. 6,192,349 ("Husemann"), including in view of other cited references. (Herein, all cited references are referred to, alone and together, as "References".)

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As to the art-based rejections based on Husemann and the other References, Applicant respectfully re-submits (by reference) its arguments set forth in its previous response, dated 30 December 2005.

Moreover, Applicant submits that, due to amendments herein, these rejections are moot.

Accordingly, Applicant respectfully requests reconsideration and withdrawal of these art-based rejections.

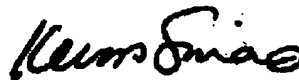
CONCLUSION

Applicant respectfully submits that, in view of the foregoing remarks and/or amendments, the Claims pending in the Application are in condition for allowance. Applicant respectfully requests reconsideration and favorable action.

The Commissioner is hereby authorized to charge any fees, additional fees, or underpayments, to the undersigned attorney's Deposit Account No. 14-1270.

Respectfully submitted,

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